EXHIBIT A

Bison Capital Corporation
Box 11150, Greenwich, CT 06831
(203) - 339 - 1984
BisonCapital@att.net

October 15, 2004

Jerry Schlief, Senior Vice President
ATP Oil & Gas Corporation
4600 Post Oak Place
Suite 200
Houston, TX 77027 - 9726

Dear Jerry,

As a follow – up to our telephone conversation earlier this week, during which I requested payment of the $2,200,000 fee due from ATP to Bison in connection with the financing arrangements that ATP entered into with CSFB on September 24, 2004, I have enclosed a copy of the engagement agreement dated February 1, 2004 (the "Engagement Agreement") between ATP and Bison.

In light of the question you posed (i.e., whether "refinancings" are covered by the Engagement Agreement), I thought it might be helpful to review once again the provisions of the Engagement Agreement that are applicable to ATP's new financing arrangements. Those arrangements are described in the Form 8 – K Current Report dated September 29, 2004 that ATP recently filed with the Securities and Exchange Commission to comply with the requirements of the Securities Exchange Act of 1934 and applicable regulations thereunder and even more specifically in the Amendments No. 1, Consents and Waivers to both the First Lien and Second Lien Agreements (the "New Financing Agreements") that ATP filed as Exhibits 10.1 and 10.2 to such Form 8 – K.

As I noted during our conversation yesterday, a reading of the Engagement Agreement itself, including without limitation Paragraphs 2 and 7 thereof, makes it clear that the financing arrangements ATP entered into with CSFB on September 24, 2004 are covered by the Engagement Agreement, and there is no exclusion or exception of any kind for refinancings. Paragraph 2(b) of the Engagement Agreement states that ATP shall pay to Bison "for *each* Capital Transaction [i.e., each financing arrangement] through which funds are made available to or for the benefit of ATP, its affiliates or lenders as a result of arrangements made or to be made by investment or commercial banking firms approached by Bison on behalf of ATP, as listed in Exhibit A ..., cash fees equal to one per cent (1%) of the aggregate Value of such funds ...." CSFB is the first banking firm listed in Exhibit A to the Agreement.

Moreover, Paragraph 7 of the Engagement Agreement states that "Not-withstanding the [indicated expiration date of April 1, 2004, unless extended], Bison shall be entitled to the fees set forth in Paragraph 2 above in the event the Company consummates or _enters into an agreement or arrangement providing for_ a Capital Transaction at any time within twelve months following termination of this Agreement; and no termination of Bison's engagement hereunder shall affect the Company's obligation to pay fees and expenses to the extent provided for hereunder...." Thus, this CSFB refinancing is within the applicable time frame under the Engagement Agreement.

As ATP's disclosure in the September 29 Current Report on Form 8 – K under the heading "_Item 1.01 – Entry into Material Definitive Agreement_" and in the Exhibits filed therewith reveal, these new and materially different financing arrangements provide important benefits to ATP and its shareholders, including:

* Decreasing the First Lien interest rate substantially (300 basis points) and eliminating the LIBOR floor

* Waiving compliance with certain provisions of both the First Lien and Second Lien Credit Agreements

* Modifying in ways favorable to ATP and its shareholders various restrictive covenants in both the First Lien and Second Lien Credit Agreements, thereby giving ATP significantly greater operating and financial flexibility

* Increasing the principal amount of funds available at the First Lien rate and thereby making available a total of $220,000,000 of funds under the newly amended First and Second Lien Credit Agreements

* Reducing dilution to shareholders by terminating and cancelling 1,926,837 of the outstanding Second Lien Facility Warrants

* Increasing ATP's liquidity.

ATP has also pointed out the multiple benefits of the new financing arrangements in several presentations to analysts and investors over the past several weeks, including presentations made at the 2004 IPAA Oil & Gas Investment Symposium West and at the 7th Annual Energy Industry Conference of the New York Society of Security Analysts, among others. These benefits, together with the rising energy prices, have had a dramatic positive impact on ATP's stock price: over the period from September 24, the last business day prior to the announcement of the new financing arrangements, through the close of business October 15, ATP's aggregate market value has increased by more than $38,822,000.

Jerry, I am proud of my contributions to improving the financial stability of ATP and making possible the multiple financial arrangements that have greatly benefited ATP and its stockholders since February 2004. When I first began working with ATP, the Company was teetering precariously, due to its unstable finances: management had just struggled to negotiate itself out of a default letter from a very aggressive lender – one known, as Paul learned, for repeatedly using its highly leveraged lending capacity in support of its efforts to seize control of companies that had borrowed from it. Unfortunately, throughout the first several months of this year the Company's operations were suffering as ATP lacked the financial wherewithal to commit to development programs that it needed to survive, and most of the attention of ATP's top management was, of necessity, being diverted to deal with the continuing financial mess that embroiled the Company, trying to keep ATP from being forced into Chapter 11 or from having to dilute ATP's existing stockholders' interests by giving up substantial equity in ATP to the aggressive lender, which was continuing to squeeze the Company over its inability to satisfy the lender's very tight financial covenants.

After issuing four million shares of ATP common stock at the very low net price of $2.72 per share in May 2003 to deal with a liquidity crisis, the Company – which was under enormous time pressure in early 2004 to satisfy the aggressive lender with large financial concessions – was considering a Merrill Lynch proposal that might have involved a potential massive and highly dilutive convertible preferred stock issue, as well as various smaller preferred issues proposed by financial boutiques in the Southwest that might have provided as much as $25 million to $40 million of funds (gross), on terms that were not especially attractive. In other words, ATP was considering a potential transaction with Merrill that might – or might not – have actually been achievable, but would have been very unattractive to the existing stockholders and other potential arrangements that might have provided a short – term "fix" involving a much smaller amount of funds that would still have left ATP in the claws of a lender that is known to be "event driven" and that some have described as rapacious.

The Company had no real relationship with a major investment banking firm such as CSFB or any of the other institutions listed in Exhibit A. Through my established contacts, I was able to reach several major financial institutions, bring in CSFB quickly and work closely with ATP and CSFB to see to completion a financing that provided $185,000,000 of funding capacity. With those arrangements, ATP could – and did – pay off the aggressive lender and use the liquidity and time flexibility provided by this large financing to turn its attention once again to the highly professional development of its oil and gas assets. I am proud to be able to say, with enthusiasm, that – working with you, Paul and the very fine dedicated and highly motivated ATP team, as well as CSFB, throughout this time – we saved the Company. This enabled ATP to survive and fund its operations, fueling ATP's stock price increase to $11.60 per share by September 24, 2004 an *increase of more than $160,000,000 in ATP's aggregate market value* from the $5.01 price it reached during my first week of work for ATP in February.

In addition to introducing ATP to the senior oil and gas financing team at CSFB, I am also proud of helping ATP build a relationship with CSFB so that ATP would have the opportunity to use CSFB again for the recent refinancing arrangements. These new financing arrangements, which were a material improvement over the arrangements ATP was able to obtain in March 2004, reflected the improved credit quality that ATP was able to demonstrate this year, after it had the time and opportunity to once again demonstrate a reliable well completion record (after the difficulties it experienced in the North Sea in 2003) and show substantially increased production and revenue from operations. If I had not introduced ATP to CSFB, this would not have been possible.

As a result of ATP's increased financial stability, its new financing arrangements (which included the elimination of 80% of the common stock overhang from the Second Lien Warrants that the market previously took into account) and ATP's recent reaffirmation of its operating expertise, the overall market value of the Company has increased by $200,000,000 or more than 160% from its early February level. As noted above, the Engagement Agreement – and, in particular, Paragraphs 2 and 7 thereof – recognizes the substantial value provided by Bison in this situation by providing that, since ATP's new financial arrangements were made by CSFB prior to April 1, 2005, Bison is entitled to be paid by ATP the additional 1% fee that is referred to in the enclosed invoice. Accordingly, I would greatly appreciate it if you would have Keith wire the $2,200,000 fee called for in that invoice to the designated Bison account.

Thank you.

Sincerely,

Edwin E. Wells, Jr.

Bison Capital Corporation
Box 11150, Greenwich, CT 06831
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Statement for Services
Rendered Pursuant to Engagement Agreement Dated February 1, 2004,
Including Pursuant to Paragraphs No. 2 and 7 Thereof

October 15, 2004

ATP Oil & Gas Corporation
4600 Post Oak Place
Suite 200
Houston, TX 77027 - 9726
Attn: Jerry Schlief, Senior Vice President

Fees relating to new financing arrangements for ATP made by CSFB as a result of which ATP is provided with total funds availability in the aggregate amount of $220,000,000, as reflected in the following agreements:

Amendment No. 1, Consent, Waiver and Agreement dated as of September 24, 2004 to the First Lien Agreement dated as of March 29, 2004, among ATP Oil & Gas Corporation, the Lenders, as administrative agent and as collateral agent for the Lenders ($185,000,000 first lien facility)

Amendment No. 1, Consent, Waiver and Agreement dated as of September 24, 2004 to the Second Lien Agreement dated as of March 29, 2004, among ATP Oil & Gas Corporation, the Lenders, as administrative agent and as collateral agent for the Lenders ($35,000,000 second lien facility)

Total fees due to Bison $2,200,000

Please wire funds for Bison Capital Corporation fees and out – of – pocket expense reimbursement to:

J P Morgan Chase

New York, NY

ABA #021000021

For A/C Bison Capital Corporation

A/C # 739188895

Ref: ATP Oil & Gas

Bison's tax ID number is 65 – 1219136.